B 210A (Form 210A) (12/09)

# UNITED STATES BANKRUPTCY COURT

### SOUTHERN DISTRICT OF NEW YORK

In re Lehman Brothers Holdings Inc., et al., Debtors.

Case No. <u>08-13555 (JMP)</u> (Jointly Administered)

# PARTIAL TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

Monarch Opportunities Master Fund Ltd	Barclays Bank PLC
Name of Transferee	Name of Transferor
Name and Address where notices to transferee should be sent:	Court Claim # (if known): 48235 Total Amount of Claim as Filed: \$70,755,00
Monarch Opportunities Master Fund Ltd c/o Monarch Alternative Capital LP 535 Madison Avenue, Floor 26 New York, NY 10022 Attn: Michael Gillin Phone: (212) 554-1743	Amount of Claim as Filed with respect to ISIN XS0282208049: \$70,755.00  Amount of Claim Transferred with respect to ISIN XS0282208049: \$15,990.63 (or 22,600% of the above Amount of Claim as Filed)
Fax: 1-(866)-741-3564 Email: michael.gillin@monarchlp.com; fundops@monarchlp.com	Amount of Claim as Allowed pursuant to the Notice of Proposed Allowed Claim Amount with respect to ISIN XS0282208049: \$70,955.29
Name and Address where transferee payments should be sent (if different from above): N/A	Amount of Claim Transferred with respect to ISIN XS0282208049: \$16,035.90 (or 22.600% of the above Amount of Claim as Allowed)
	Date Claim Filed: 10/27/2009
	Debtor: Lehman Brothers Holdings Inc.
	Name and Address of Transferor:
	Barclays Bank PLC 745 Seventh Avenue
	New York, New York 10019 Attention: Daniel Crowley/Daniel Miranda Telephone: 212 412 2865

\*\*PLEASE SEE ATTACHED DOCUMENTS\*\*

E-mail: Daniel.crowley@barclayscapital.com

daniel.miranda@barclayscapital.com

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

MONARCH OPPORTUNITIES MASTER FUND LTD

By: Monarch Alternative Capital LP

Its:/Advisor

B√:

Andrew J. Herenstein

Managing Principal May 30, 2013

Name of Transfered Transferee's Agent

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 & 3571.

### Exhibit A

Evidence of Transfer from Transferor to Transferee

## AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM LEHMAN PROGRAM SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

- For value received, the adequacy and sufficiency of which are hereby acknowledged, Barclays Bank PLC ("Seller") hereby unconditionally and irrevocably sells, transfers and assigns to those certain individual purchasers set forth in Schedule I attached hereto (each an "Individual Purchaser"), and each Individual Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the applicable percentage/nominal amount specified in Schedule 1 attached hereto (the "Purchased Claim"), in Seller's right, title and interest in and to Proof of Claim Number 48235 filed by or on behalf of Consuelo Sanjurjo Carro (the "Proof of Claim") against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights and benefits of Seller relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan of reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Claim, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claim, but only to the extent related to the Purchased Claim, (c) the security or securities (any such security, a "Purchased Security") relating to the Purchased Claim and specified in Schedule 1 attached hereto, and (d) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "Transferred Claims"). For the avoidance of doubt, each Individual Purchaser does not assume and shall not be responsible for any obligations or liabilities of the Seller related to or in connection with the Transferred Claims or the Proceedings.
- Seller hereby represents and warrants to each Individual Purchaser that: (a) the Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on http://www.lehman-docket.com as of July 17, 2009; (c) Seller owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (e) the Proof of Claim includes the Purchased Claim specified in Schedule 1 attached hereto; (f) Seller has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that, with respect to the Transferred Claim, will give rise to any setoff, defense or counterclaim, or will result in any Individual Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors; (g) Seller has delivered to each Individual Purchaser all notices it has received with respect to the Transferred Claims, including without limitation, the Notice of Proposed Claim Amount, dated August 24, 2011, and any revision thereto (collectively, the "Notice"); (h) Seller did not deliver a Response (as defined in the Notice) with respect to the Transferred Claims; and (i) Seller has received the first distribution relating to the Transferred Claims pursuant to the Modified Third Amended Joint Chapter 11 Plan of Lehman Brothers Holdings Inc. and its Affiliate Debtors, dated December 5, 2011, in the same time, manner and amount as other unsecured creditors of the same class of claims generally.
- 3. Seller hereby waives any objection to the transfer of the respective Transferred Claims to each Individual Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by each Individual Purchaser for all purposes in the case, including, without limitation, for

voting and distribution purposes with respect to the applicable portion of the Transferred Claims. Each Individual Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to each Individual Purchaser the Transferred Claims, recognizing each Individual Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claims be delivered or made to each Individual Purchaser, in each case with respect to the applicable portion of the Transferred Claims.

- 4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Each Individual Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold each Individual Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.
- 5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions, proceeds or notices received by Seller in respect of the Transferred Claims to each Individual Purchaser, as applicable. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to each Individual Purchaser the applicable portion of each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as each Individual Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.
- 6. Each of Seller and each Individual Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim.
- 7. Seller's and each Individual Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and each Individual Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.
- 8. For the avoidance of doubt, the Seller and each Individual Purchaser acknowledge and understand that each Individual Purchaser is executing this agreement solely in its individual capacity with respect to its Purchased Claim, and that all obligations and/or liabilities of an Individual Purchaser hereunder with are enforceable solely against such Individual Purchaser and such Individual Purchaser's assets. The agreements made by each Individual Purchaser hereunder and all obligations and liabilities of each Individual Purchaser shall be several (and not joint and several) in accordance with each Individual Purchaser's respective Purchased Claim.

[signatures on following pages]

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this 20 day of May 2012.

Barclays Bank PLC	Monarch Debt Recovery Master Fund Ltd By: Monarch Alternative Capital LP Its: Advisor
By: DANIEL CROWLEY Title: MANAGING DIRECTOR Address	By:Name:
745 Seventh Ave New York, NY 10019	Address Monarch Debt Recovery Master Fund Ltd c/o Monarch Alternative Capital LP S35 Madison Avenue, Floor 26 New York, NY 10022 ATTN: Michael Gillin E-Mail: michael gillin@monarchlp.com; fundops@monarchlp.com Tel: 1-212-554-1743 Fax: 1-(866)-741-3564
	Monarch Opportunities Master Fund Ltd By: Monarch Alternative Capital LP Its: Advisor
	Name: Title:  Address  Monarch Opportunities Master Fund Ltd c/o Monarch Alternative Capital LP 535 Madison Avenue, Floor 26 New York, NY 10022 ATTN: Michael Gillin E-Mail: michael.gillin@monarchlp.com; fundops@monarchlp.com Tel: 1-212-554-1743 Fax: 1-(866)-741-3564
	Oakford MF Limited By: Monarch Alternative Capital LP Its: Advisor  By: Name: Title:

Address

Oakford MF Limited

IN WITNESS WHEREOF, th	nis AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM
executed this <u>30</u> day of May 2012.	
Barclays Bank PLC	Monarch Debt/Reopvery Master Fund Ltd By: Monarch Allergative Capital LP
Ву:	Its: Advisor
Name:	Ву:
Title:	Name:
Address	Title: Christopher Santana  Address Managing Principal
745 Seventh Ave	Monarch Debt Recovery Master Fund Ltd
New York, NY 10019	c/o Monarch Alternative Capital LP
	535 Madison Avenue, Floor 26
	New York, NY 10022
	ATTN: Michael Gillin

Monarch Opportunities Master Fund Ltd By: Monarch Alternative Capital LP Its: Advisor,

E-Mail: michael.gillin@monarchlp.com;

fundops@monarchlp.com Tel: 1-212-554-1743 Fax: 1-(866)-741-3564

is

By: Name: Title:

Christopher Santana Address Monarch Opportunites white pald Ltd c/o Monarch Alternative Capital LP 535 Madison Avenue, Floor 26 New York, NY 10022

ATTN: Michael Gillin E-Mail: michael.gillin@monarchlp.com;

fundops@monarchlp.com Tel: 1-212-554-1743 Fax: 1-(866)-74]<sub>7</sub>3564

Oakford MF Limited
By: Monarch Alternative Capital LP

Its: Advisor

Name: Title: Managing Francisco

Address Oakford MF Limited

c/o Monarch Alternative Capital LP 535 Madison Avenue, Floor 26

New York, NY 10022 ATTN: Michael Gillin

E-Mail: michael.gillin@monarchlp.com;

fundops@monarchlp.com Tel: 1-212-554-1743 Fax: 1-(866)-741-3564

Monarch Cayman Fund Limited By: Monarch Alternative Capital LP

Its: Advisor

By:\_\_\ Name:\_\ Title:

Christopher Santana Managing Principal

### Address

Monarch Cayman Fund Limited c/o Monarch Alternative Capital LP 535 Madison Avenue, Floor 26

New York, NY 10022 ATTN: Michael Gillin

E-Mail: michael.gillin@monarchlp.com;

fundops@monarchlp.com Tel: 1-212-554-1743 Fax: 1-(866)-741-3564

Monarch dapital Master Partners II-A LP

By: Monarch Alternative Capital LP

lts: Advisor

By:\_\_\_ Name:

Title: Christopher Santana
Managing Principal

Address

Monarch Capital Master Partners II-A LP c/o Monarch Alternative Capital LP 535 Madison Avenue, Floor 26

New York, NY 10022 ATTN: Michael Gillin

E-Mail: michael.gillin@monarchlp.com;

fundops@monarchlp.com Tel: 1-212-554-1743 Fax: 1-(866)-741-3564

Monarch Capital Master Partners II LP By: Monarch Afternative Capital LP

Its: Advisor

By: Name:

Title:

Christopher Santana

Managing Principal

Address

Monarch Capital Master Partners II LP c/o Monarch Alternative Capital LP 535 Madison Avenue, Floor 26

New York, NY 10022 ATTN: Michael Gillin

E-Mail: michael.gillin@monarchlp.com;

fundops@monarchlp.com Tel: 1-212-554-1743 Fax: 1-(866)-741-3564

P Monarch Recovery Ltd

By: Monarch Withmative Capital LP

Its: Advisor

By: Name:

Title:

Christopher Santana

Managing Principal

Address

P Monarch Recovery Ltd

c/o Monarch Alternative Capital LP 535 Madison Avenue, Floor 26

New York, NY 10022

ATTN: Michael Gillin E-Mail: michael.gillin@monarchlp.com;

fundops@monarchlp.com Tel: 1-212-554-1743 Fax: 1-(866)-741-3564

Monarch Alternative Solutions Master Fund Ltd

By: Monarch Albernative Capital LP

Its: Advisor

By: Name:

Title:

Christopher Santana

Address Managing Principal
Monarch Alternative Solutions Master Fund Ltd c/o Monarch Alternative Capital LP 535 Madison Avenue, Floor 26

New York, NY 10022

ATTN: Michael Gillin

E-Mail: michael.gillin@monarchlp.com;

fundops@monarchlp.com Tel: 1-212-554-1743 Fax: 1-(866)-741-3564

Monarch Research Alpha Master Fund Ltd By: Monarch Alternative Capital LP

Its: Advisor

By:\_ Name: Title:

Christopher Santana

Managing Principal

Address

Monarch Research Alpha Master Fund Ltd c/o Monarch Alternative Capital LP 535 Madison Avenue, Floor 26

New York, NY 10022 ATTN: Michael Gillin

E-Mail: michael.gillin@monarchlp.com;

fundops@monarchlp.com Tel: 1-212-554-1743 Fax: 1-(866)-741-3564

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# Transferred Claims

# Purchased Claim

\$70,755.00 which is 100% of the total Proof of Claim Amount of \$70,755.00 (in each case, plus applicable accrued and unpaid interest and other amounts). On the original Proof of Claim filed on October 27, 2009, the Security/ISIN below, for the Individual Purchasers set forth below, represents in the aggregate

Pursuant to the Notice of Proposed Allowed Claim Amount dated August 24, 2011, the Security/ISIN below, for the Individual Purchasers set forth below, represents in the aggregate \$70,955.29.

# Lehman Programs Securities to which Transfer Relates

Individual Purchaser	Description of Security	ISIN/CUSIP	Issuer	Guarantor	Principal Amount (EUR/USD)/ Percentage of Total Principal Amount	Matu rity	Allowed Amount Purchased (USD)/ Percentage of Total Allowed Amount for ISIN under POC¹
Monarch Debt Recovery Master Fund Ltd	Issue of EUR 31,173,000 Index-Linked Notes due February 2012 relating to the Dow Jones Burostoxx 50 Guaranteed by Lehman Brothers Holdings Inc. under the U.S.\$60,000,000 Euro Medium-Term Note Retail Program	XS0282208049	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR22,525.00/ \$31,875.13/ 45.050%	9 Feb. 2012	\$31,965.36/ 45.050%

1 For the avoidance of doubt, the amounts in this column are equivalent to the portion of the Allowed Claim Amount (and corresponding percentages) being transferred to each Individual Purchaser.

Schedule 1-1

\$16,035.90/	\$2,081.36/	\$4,150.88/	\$4,529.31/
	2.933333333%	5.850%	6.383333333%
9 Feb.	9 Feb.	9 Feb.	9 Feb.
2012	2012	2012	2012
EUR11,300.00/	EUR1,466.67/	EUR2,925.00/	EUR3,191.67/
\$15,990.63/	\$2,075.48/	\$4,139.17/	\$4,516.53/
22.60%	2.933333333%	5.850%	6.383333333%
Lehman	Lehman	Lehman	Lehman
Brothers	Brothers	Brothers	Brothers
Holdings	Holdings	Holdings	Holdings
Inc.	Inc.	Inc.	Inc.
Lehman	Lehman	Lehman	Lehman
Brothers	Brothers	Brothers	Brothers
Treasury	Treasury	Treasury	Treasury
Co. B.V.	Co. B.V.	Co. B.V.	Co. B.V.
XS0282208049	XS0282208049	XS0282208049	XS0282208049
Issue of EUR 31,173,000 Index-Linked Notes due February 2012 relating to the Dow Jones Eurostoxx 50 Guaranteed by Lehman Brothers Holdings Inc. under the U.S.\$60,000,000 Euro Medium-Term Note Retail Program	Issue of EUR 31,173,000 Index-Linked Notes due February 2012 relating to the Dow Jones Eurostoxx 50 Guaranteed by Lehman Brothers Holdings Inc. under the U.S.\$60,000,000 Euro Medium-Term Note Retail Program	Issue of EUR 31,173,000 Index-Linked Notes due February 2012 relating to the Dow Jones Eurostoxx 50 Guaranteed by Lehman Brothers Holdings Inc. under the U.S.\$60,000,000 Euro Medium-Term Note Retail Program	Issue of EUR 31,173,000 Index-Linked Notes due February 2012 relating to the Dow Jones Eurostoxx 50
Monarch Opportunities Master Fund Ltd	Oakford MF Limited	Monarch Cayman Fund Limited	Monarch Capital Master Partners II-A LP

	Euro Medium-Term Note Retail Program						
Monarch Research Alpha Master Fund Ltd	Issue of EUR 31,173,000 Index-Linked Notes due February 2012 relating to the Dow Jones Eurostoxx 50 Guaranteed by Lehman Brothers Holdings Inc. under the U.S.\$60,000,000 Euro Medium-Term Note Retail Program	XS0282208049	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR2,208.33/ \$3,125.01/ 4.416666667%	9 Feb. 2012	\$3,133.86/ 4.416666667%

Exhibit B

Proof of Claim

United States Bankruptcy Court/Southern District of New York	LEUMANICE	CURITIES PROGRAMS
Lehman Brothers Holdings Claims Processing Center c/o Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076 New York, NY 10150-5076	PRO	OF OF CLAIM
In Re: Lehman Brothers Holdings Inc., et al., Debtors.  Chapter 11 Case No. 08-13555 (JMP) (Jointly Administered)		Southern District of New York Brothers Holdings Inc., Et Al. 08-13555 (JMP) 0000048235
Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on http://www.lehman-docket.com as of July 17, 2009	Itiloolaca	0000040235
Name and address of Creditor: (and name and address where notices should be se Creditor)	ent if different from	Check this box to indicate that this claim amends a previously filed claim.
Consuelo Sanjurjo Carro C/Concepción Arenal 1 Bloque 1 – 6ºa 15006 La Coruña Spain		Court Claim Number:(If known)  Filed on:
Telephone number: 881 87 97 56 Email Address:		
Name and address where payment should be sent (if different from above)	•	Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.
Telephone number: Email Address:		
United States dollars, using the exchange rate as applicable on September 15, 200 Programs Security, you may attach a schedule with the claim amounts for each Le Amount of Claim: \$ 70.755,00  Check this box if the amount of claim includes interest or other charges in addition Provide the International Securities Identification Number (ISIN) for each Let this claim with respect to some the securities.	ehman Programs Security  to the principal amount due	to which this claim relates.  c on the Lehman Programs Securities.  o which this claim relates. If you are filing
this claim with respect to more than one Lehman Programs Security, you may atta which this claim relates.	ach a schedule with the 15	ins for the Lenman Programs Securities to
International Securities Identification Number (ISIN): XS0282208049		·
3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic as appropriate (each, a "Blocking Number") for each Lehman Programs Security Number from your accountholder (i.e. the bank, broker or other entity that holds a respect to more than one Lehman Programs Security, you may attach a schedule which this claim relates.	for which you are filing a such securities on your bel	claim. You must acquire a Blocking half). If you are filing this claim with
Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction number:	Reference Number and	or other depository blocking reference
Clearstream Bank Blocking Number: CA29355	•	
4. Provide the Clearstream Bank, Euroclear Bank or other depository participant a which you are filing this claim. You must acquire the relevant Clearstream Bank, from your accountholder (i.e. the bank, broker or other entity that holds such secu- personal account numbers.	Euroclear Bank or other or ities on your behalf). Be	depository participant account number neficial holders should not provide their
Accountholders Euroclear Bank, Clearstream Bank or Other Depository Par	rticipant Account Numb	er:
Clearstream Bank Account: 16632	· · · · · · · · · · · · · · · · · · ·	CON COMPT HOT CANAL
5. Consent to Euroclear Bank, Clearstream Bank or Other Depository: By ficonsent to, and are deemed to have authorized. Euroclear Bank, Clearstream Bank depository to disclose your identity and holdings of Lehman Programs Securities the purpose of reconciling claims and distributions.	k or other to the Debtors for	PRED RECEIVED  OCT 2 7 2009
Date.23/10/2009   Signature: The person filing this claim must sign it. Sign and	I print name and	

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571

EPIQ BANKRUPTCY SOLUTIONS, LLC

title, if any, of the creditor or other person authorized to file this claim and state

address and telephone number if different from the notice address above. Attach

copy of power of attorney, if any.

